

BYLAWS

OF

SABAL LAKE WEST OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit Under
the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS.

- 1.1 IDENTITY - PURPOSE. These are the Bylaws of that certain Condominium Association, a Florida corporation not for profit ("Association"), whose name appears in the title of the Document. This Association has been organized for the purpose of administering the affairs of the Condominium established pursuant to the Declaration thereof.
- 1.2 BYLAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these Bylaws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, the Declaration of Condominium, which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property is submitted to condominium ownership.
- 1.3 APPLICABILITY. All Unit Owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the Condominium Property, or any part thereof, are subject to these Bylaws.
- 1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.
- 1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.
- 1.6 DEFINITIONS. All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim. The term "Sponsor" as used herein shall refer to the Developer as defined in the Declaration, as the same may be amended from time to time.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

- 2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership

and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles of Incorporation (Articles) and in these Bylaws.

- 2.2 QUORUM. Persons having ~~fifty (50%)~~ thirty (30%) percent of the total votes of the Association, as the same if constituted from time to time, shall constitute a quorum.
- 2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.
- 2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Member".
- 2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one (1) vote. Each Unit shall be entitled to one (1) vote of such Unit which shall not be divisible.
- 2.6 MAJORITY. Except where otherwise required by the provisions of the Condominium documents, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members. Where a greater percentage is required then that percentage shall be required to bind the members.

Quorum

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISION

- 3.1 ANNUAL MEETING. The annual members' meeting shall be held at 7:30 p.m. local time on the second Thursday in ~~January~~ November of each year at the office of the Association, or such other place designated by the Board for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.
- 3.2 SPECIAL MEETING. Special meetings shall be held when called by the President or Vice-President or by a majority of the Board of Directors. A special meeting must be called by such officers upon receipt of a written request from members of the Association having a majority of the votes in the Association.
- 3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Proof of such mailing shall be the Post Office certificate of mailing. Notice shall also be conspicuously posted on the Condominium Property. Notwithstanding anything herein to the contrary, notice of annual meetings shall be governed by the provisions of §718.112, Fla. Stat.
- 3.4 NOTICE TO OTHERS. Sponsor and Institutional Mortgagees shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and may designate such persons as they desire to attend such meetings on its behalf.
- 3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of §718.112, Fla. Stat.

ORR 6805 Pg 1156

AMENDMENTS TO BYLAWS
FOR
SABAL LAKE WEST OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

BYLAWS

OF

SABAL LAKE WEST OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit Under
the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS.

- 1.1 IDENTITY - PURPOSE. These are the Bylaws of that certain Condominium Association, a Florida corporation not for profit ("Association"), whose name appears in the title of the Document. This Association has been organized for the purpose of administering the affairs of the Condominium established pursuant to the Declaration thereof.
- 1.2 BYLAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these Bylaws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, the Declaration of Condominium, which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property is submitted to condominium ownership.
- 1.3 APPLICABILITY. All Unit Owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the Condominium Property, or any part thereof, are subject to these Bylaws.
- 1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.
- 1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.
- 1.6 DEFINITIONS. All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim. The term "Sponsor" as used herein shall refer to the Developer as defined in the Declaration, as the same may be amended from time to time.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

- 2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership

and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles of Incorporation (Articles) and in these Bylaws.

- 2.2 QUORUM. Persons having ~~fifty (50%)~~ thirty (30%) percent of the total votes of the Association, as the same if constituted from time to time, shall constitute a quorum.
- 2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.
- 2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Member".
- 2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one (1) vote. Each Unit shall be entitled to one (1) vote of such Unit which shall not be divisible.
- 2.6 MAJORITY. Except where otherwise required by the provisions of the Condominium documents, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members. Where a greater percentage is required then that percentage shall be required to bind the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISION

- 3.1 ANNUAL MEETING. The annual members' meeting shall be held at 7:30 p.m. local time on the second Thursday in ~~January~~ November of each year at the office of the Association, or such other place designated by the Board for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.
- 3.2 SPECIAL MEETING. Special meetings shall be held when called by the President or Vice-President or by a majority of the Board of Directors. A special meeting must be called by such officers upon receipt of a written request from members of the Association having a majority of the votes in the Association.
- 3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Proof of such mailing shall be the Post Office certificate of mailing. Notice shall also be conspicuously posted on the Condominium Property. Notwithstanding anything herein to the contrary, notice of annual meetings shall be governed by the provisions of §718.112, Fla. Stat.
- 3.4 NOTICE TO OTHERS. Sponsor and Institutional Mortgagees shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and may designate such persons as they desire to attend such meetings on its behalf.
- 3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of §718.112, Fla. Stat.

- m. No cooking shall be permitted on or in the Common Elements nor shall any goods or beverages be consumed outside of a Unit except on or in the Limited Common Elements appurtenant to each Unit or in areas designated for that purpose by the Board.
- n. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit, except those required for normal household use.
- o. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his terrace or porch prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters.

SUBSTANTIAL REWORDING OF BYLAWS. SEE ARTICLE 12 "USE AND DECORUM SUBSECTION (p).

- p. A Unit Owner or his immediate family residing in the Unit (regardless of the number of joint owners or occupants) may maintain one (1) household pet in his Unit, to be limited to a dog or cat (or other domestic household pet defined as such and specifically permitted by the Association), provided it is not kept, bred or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. No reptiles, "exotic" animals or wildlife shall be kept in or on the Condominium property (including Units). Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit or on a balcony. No pets may be kept in the balcony areas when the Owner is not in the Unit. Violation of the provisions of this subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and to require any pet to be permanently removed from the Condominium property. The findings of the Board of Directors of the Association shall be conclusive and binding on all parties. The Unit Owner will have no recourse against the Association or the Board of Directors of the Association for any decision made regarding the removal of any pet or pets from said

Pet
Restriction

Owner's Unit. During such time when a pet is permitted to reside in a Unit, the Owner of that Unit will hold the Association and the other Unit Owners harmless against any and all claims, debts, demands, liabilities, obligations, costs and expenses which may be sustained by or asserted against the Association, the members of the Board of Directors, or any other Unit Owner(s) by reason of acts of said pet committed in or about the Condominium property; and the Unit Owner will be responsible for the repair of all damage resulting from any acts of said pet. This subsection (p) shall not prohibit the keeping of fish or caged household-type birds in a Unit in addition to the one household pet described above, provided that the fish or bird(s) are not kept on Limited Common Elements (specifically including the terrace or balcony for the Unit) and do not become a nuisance or annoyance to neighbors. This subsection (p) permitting certain pets is solely for the benefit of the Unit Owners and their immediate families. No tenant renting any Unit and no guests of a Unit Owner or tenant shall be permitted to bring to, maintain or keep any pets in the Unit or on any portion of the Condominium property and the bringing of pets onto the Condominium property by tenants or guests is strictly prohibited.

Tenant
No Pet

- q. No Unit may be used for any commercial or business purpose other than the sales and management offices and models as permitted by the Declaration. No Unit Owner may actively engage in any solicitations for commercial purposes. No solicitor of a commercial nature shall be allowed on the Condominium property without the prior written consent of the Board.
- r. No electrical machinery, device or apparatus of any sort, including, but not limited to, television or citizens' band antennae, shall be used or maintained within the Unit by a Unit Owner which causes interference with the television or radio reception of any other Unit Owner. No such electrical machinery, device or apparatus shall be affixed or attached to or installed in the Common Elements or Privacy Area Limited Common Elements whatsoever.
- s. Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned to Unit Owners may be used by guests of the Unit Owners only, except such spaces as may be designated for the temporary parking of delivery vehicles, spaces designated for use by the sales office or management office, or spaces used for visitors to the models. The Association shall have the authority to assign parking spaces which have not been assigned to particular Unit Owners and shall also have the power to reassign spaces.
- t. Complaints concerning the use of the Condominium Property and/or service to the same shall be made in writing, signed by the complaining party and delivered to the Sponsor Developer and Board, who, if necessary, will forward the same to the appropriate party.

12.2. APPLICABILITY. The provisions of subparagraphs (a), (b), (d), (f), (g), (h), (i), (j), (k), (l), (n), (o), (q), (r), (s) and (t) hereof shall not be applicable to the Sponsor Developer or to any Unit owned by it.

ARTICLE 13. INDEMNIFICATION. The Association shall and does hereby indemnify and hold harmless every director and every officer, his or her heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he or she shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall

AMENDMENT TO DECLARATION
OF
MAINTENANCE COVENANTS FOR BOCA WEST

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by Declaration of Maintenance Covenants dated August 2, 1972, filed for record September 18, 1972, and recorded in Official Records Book 2057, at Page 112, of the Public Records of Palm Beach County, Florida, as Amended by Instrument recorded in Official Records Book 2295, at Page 192, of the Public Record of Palm Beach County, Florida, ARVIDA CORPORATION (the "Developer"), a Delaware corporation authorized to transact business in the State of Florida, imposed upon property ("Boca West") therein described covenants, restrictions, easements, charges and liens subject to which Boca West is to be held, transferred, sold, conveyed and occupied; and

WHEREAS, Developer has been advised that the legal description of Boca West, as originally recorded, is in part inaccurate; and

WHEREAS, no specific provision is made in the Declaration for Amendment to the terms thereof; and

WHEREAS, a majority of the members of the Boca West Maintenance Association, Inc., a Florida corporation not for profit, have voted, at a meeting of the Association duly called and held, to amend the Declaration to correct the legal description of Boca West.

NOW THEREFORE, in consideration of the premises, the Declaration is amended as follows:

1. Exhibit A to the Declaration setting forth the legal description of Boca West, is hereby deleted in its entirety and the Exhibit A attached hereto and made a part hereof is substituted in its place and stead.

2. Except as modified and amended hereby, the Declaration shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, this Amendment to the Declaration of Maintenance Covenants for Boca West has been executed by Arvida Corporation, a Delaware corporation, as the Developer of Boca West, and by Boca West Maintenance Association, Inc. on this 4th day of December, 1981.

ARVIDA CORPORATION

By [Signature]
Vice President

Attest [Signature]
Assistant Secretary

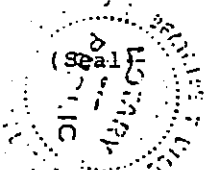
BOCA WEST MAINTENANCE ASSOCIATION,
INC.

By [Signature]
President

Attest [Signature]
Secretary

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 4th day of November, 1981, by Norman A. Cortese and Joan C. Styers, as Vice President and Assistant Secretary, respectively, of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

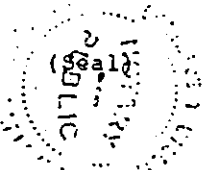


Debra Williams
Notary Public
State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 13, 1982
Bonded Thru General Ins. Underwriters

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 4th day of November, 1981, by Coleman C. Kicklighter and James J. Cohee, as President and Secretary, respectively, of Boca West Maintenance Association, Inc., a Florida corporation not for profit, on behalf of the corporation.



Debra Williams
Notary Public
State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 13, 1982
Bonded Thru General Ins. Underwriters

B3624 P1253